

**MARIN SYMPHONY ORCHESTRA**

**COLLECTIVE BARGAINING AGREEMENT**

**August 15, 2019 – August 14, 2022**

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## COLLECTIVE BARGAINING AGREEMENT

This agreement made and entered into this \_\_\_\_\_ day of July, 2019 by and between the MARIN SYMPHONY ASSOCIATION of San Rafael, California, hereinafter referred to as "Association" and MUSICIANS UNION LOCAL 6, AMERICAN FEDERATION OF MUSICIANS, hereinafter referred to as "Union."

### Article 1. RECOGNITION OF/AND UNION SECURITY

1. The Association recognizes the Union as the exclusive bargaining representative for all professional musicians employed by the Association. It is recognized by the parties that the Association provides opportunities for members of the community to give expression to their musical talents on a volunteer basis. It is understood that such volunteers are not covered by the terms of this agreement, nor are they employees represented by the Union. Copies of the contract will be mailed to musicians upon request, and will be available on the musicians' portal on the Association's website.
2. The Association and the Union agree that the Union shall consult the Players' Committee on all matters affecting the orchestra and its musicians.
3. Nothing in this Agreement shall be construed as to interfere with any obligations that the musicians owe to the American Federation of Musicians.
4. All musicians covered by this Agreement who are now members of the Union, or who hereafter join the Union, shall maintain their membership in the Union as a condition of employment. Maintaining membership as set forth above shall be satisfied by payment to the Union of an amount equal to Union dues and initiation fees uniformly required of members of the Union.
5. Applicability: The terms of this Agreement shall apply to services produced by Association. However, Association may enter into an agreement with an outside purchaser for the services of the Association for the purposes of providing additional employment for the musicians and to promote the name and visibility of the Association. When the engagement is for a not-for-profit organization or for a private performance not open to the general public, wage scales and working conditions will be consistent with the terms specified in this Agreement. In the event that the outside purchaser is producing a commercial, for-profit event (so called "sold services"), wage scales and working conditions will be consistent with the wage scales of the AFM local in which jurisdiction the engagement takes place, but in no case less than the terms specified in this Agreement.

### Article 2. WAGE SCALE

1. All services shall be paid at no less than each musician's individual pay rate.
2. Each musician's individual per service pay rate shall be no less than:

<u>SEASON</u>	<u>SECTION PLAYER</u>	<u>ASST. PRINCIPAL</u>	<u>PRINCIPAL</u>
Effective August 15, 2019	\$150.82	\$166.81	\$201.33
Effective August 15, 2020	\$155.34	\$171.81	\$207.37
Effective August 15, 2021	\$160.00	\$176.96	\$213.59

3. Music Performance Trust Fund (MPTF) funded concerts and rehearsals shall be paid at no less than the base pay scale, as herein specified, plus:  
  
25% premium - Principals  
10% premium - Assistant Principals  
All doubling paid as provided in Article 2.9.
4. Assistant Principals and section players shall receive no less than Principal pay when required to perform services in a Principal capacity. Section players shall receive no less than Assistant Principal pay when required to perform services in an Assistant Principal capacity.

- A. In the anticipated absence of titled chair players from a full service, the players moving into the Principal or Assistant Principal chairs shall receive full per service pay for Principal or Assistant Principal. (See Article 13.7)
- B. In the temporary emergency absence of a titled chair player, a player advancing to the Principal or Assistant Principal chair shall receive his/her regular per service pay plus an amount equivalent to the tardiness penalty assessed against the Principal or Assistant Principal, provided, however, a player so advanced shall not receive an amount of pay for the service greater than the per service rate of pay for the chair into which s/he is moved. (See Article 13.9)
- 5. When a Principal or Assistant Principal performs a solo in front of the orchestra, the Principal or Assistant Principal shall receive a solo fee plus his or her regular per service pay. The players moving up to the titled chairs, while the Principal or Assistant Principal is soloing in front of the orchestra, shall receive his or her regular per service pay plus fifty per cent (50%) of the difference between his/her regular per service pay and the per service pay for the higher chair.
- 6. The Concertmaster's fee shall be separately negotiated.
- 7. Principals shall be the Assistant Concertmaster, the Principal Second Violin, Viola, Cello, Double bass, Flute, Oboe, Clarinet, Bassoon, Horn, Trumpet, Trombone, Tuba, Harp, Timpani, Percussion, Piano/Celeste/Keyboard, Guitar, Electric Bass, and Drum Set, each of whom shall be paid at the Principal scale (See Article 2.2).
- 8. Assistant Principals shall be the Third and Fourth Chair First Violin and Second Chair Second Violin, Viola, Cello, Bass, Assistant Principal Horn, and Third Horn, each of whom shall be paid at the Assistant Principal scale.
- 9. Doubling is the playing of two or more instruments during the same service, as established by the Union's casual wage scale provisions. The first double shall be compensated at 25% extra and each additional double played by the same musician in the same service shall be compensated at 10% extra. Doubling is not paid when a musician is receiving solo payment for performance on a second instrument.
- 10. Cartage shall be paid to members transporting harp, timpani, chimes, xylophone, vibes, marimba, trap set, or other bulky percussion instruments to or from the rehearsal or performance hall. Cartage shall be paid at the rate of twenty-five dollars (\$25.00) per trip each way, with an additional \$10.00 per round trip for multiples of the above transported. (For example, xylophone + bass drum would be compensated at \$60.00 per round trip.) Additionally, Musicians transporting string bass, amplifier, or contrabassoon shall be paid at the rate of twenty dollars (\$20.00) each way.

### Article 3. TIME AND METHOD OF PAYMENT

- 1. All musicians, after completing an entire set, shall be paid for all services rendered within that set, except as otherwise provided for in Article 17.6 herein.
- 2. With the exception of services co-sponsored and paid by the Music Performance Fund, compensation earned by the musicians shall be postmarked or direct deposited no later than six business days following the final concert of each set. If compensation is not paid the musicians when due, a penalty of one dollar per day shall be paid to each musician on his/her paycheck.
- 3. State and Federal withholding and Social Security contributions will be deducted from all musicians' paychecks as required by law. The Association agrees to maintain standard Worker's Compensation coverage for all musicians as required by law.
- 4. Substitute and extra musicians shall be paid at no less than the per-service wages and fees as specified herein.

5. Where authorized by voluntary written authorization by each musician, the Association agrees to deduct the mandatory work dues as set by Local 6 from scale wages of authorizing musicians and forward same to the Union on a concert set basis. The Union agrees to provide copies of authorization to the Association.

#### Article 4. REHEARSALS

1. Musicians shall be seated and ready for tuning five (5) minutes before the scheduled downbeat. Announcements are to be made during the five (5) minutes before the scheduled downbeat as well as the five (5) minutes before the downbeat of the second half of the rehearsal.
2. Each rehearsal shall be a maximum of two and one-half (2 1/2) consecutive hours before overtime shall be required to be paid. A twenty (20) minute break shall commence between 50 and 90 minutes after the start of the rehearsal. Overtime in rehearsal shall begin after two and one-half hours. After 20 minutes of overtime, an intermission of ten (10) minutes must be called.
3. Rehearsal Schedules
  - A. The order of rehearsal, listing pieces to be rehearsed and the approximate starting time of each piece, shall be available from the Personnel Manager at least one (1) week in advance of each concert set. This "Order of Rehearsal" shall be posted on both sides of the backstage area for the entire set at the rehearsal/concert hall at the first rehearsal of each set. Notice of any change shall be announced at least one (1) service prior to the service affected by such changes.
  - B. Ten (10) days in advance of the start of each concert set, the Association will post on its website the following information: personnel list, the order of rehearsal and approximate starting times of pieces.
4. When overtime is called, all members must remain except those with a personal emergency or unavoidable schedule conflict. Overtime wages shall be paid at one and one-half (1 1/2) times the base wage scale in fifteen (15) minute increments.

#### Article 5. CONCERTS

1. A concert performance, which shall begin at its scheduled time, shall be a maximum of two and one-half (2 1/2) consecutive hours with at least one twenty (20) minute intermission within said performance. A non-intermission concert shall not exceed ninety (90) minutes in length. Benefit performances shall not exceed the above schedule in length.
2. Overtime in performance shall be in fifteen (15) minute increments and paid at one and one-half (1 1/2) times the individual pay rate.

#### Article 6. EMPLOYMENT OF UNION MUSICIANS

1. The Association agrees to employ an average of 69% Union musicians and 85% Principal/Assistant Principal Union positions during each year of this agreement. Additionally, if an emergency occurs, the Association can hire substitute musicians regardless of union status, in consultation with the Principals and/or the Music Director.
2. The Association agrees to hire a minimum of 75 players for 17 services per season, with the remainder of services having a minimum of 65 players.
3. Orchestra Positions: The Marin Symphony shall be comprised of the following specified positions:
  - A. Strings: Concertmaster, Assistant Concertmaster, Assistant Principals Third and Fourth Chair First Violin, Principal Second Violin, Assistant Principal Second Violin, Principal Viola, Assistant Principal Viola, Principal Cello, Assistant Principal Cello, Principal Bass, Assistant Principal Bass, Principal Harp, Principal Piano/Celeste.

The string section, including the titled positions listed above, shall be comprised as follows.  
Minimum numbers are: Twelve (12) First Violins; Twelve (12) Second Violins; Ten (10) Violas;  
Ten (10) Cellos; Six (6) Basses.

- B. Woodwinds: Principal Flute, Second Flute/Piccolo, Third Flute/Piccolo, Principal Oboe, Second Oboe/English Horn, Third Oboe/Utility English Horn, Principal Clarinet, Second Clarinet, Third Clarinet/Bass Clarinet, Principal Bassoon, Second Bassoon, Third Bassoon/Contra Bassoon.
  - C. Brass: Principal Horn, Assistant Principal/Section Horn, Second/Section Horn, Third/Section Horn, Fourth/Section Horn, Principal Trumpet, Second Trumpet, Third Trumpet, Principal Trombone, Second Trombone, Bass Trombone, Principal Tuba.
  - D. Percussion: Principal Timpani, Principal Percussion, Two (2) Section Percussion.
- 4. A non-Union volunteer member who wishes to become a union member under this agreement must notify the Association of his/her intention. If a non-Union volunteer joins the Union after attending at least one rehearsal of a set, that player is obligated to complete that specific set in a non-Union volunteer position. Thereafter, in order to obtain a Union position in the orchestra, s/he must audition for such a position at the next Union vacancy and successfully win said position.
  - 5. A non-Union volunteer player who becomes a member of the Union may not continue to play in the orchestra in a non-Union volunteer position except as stated herein above.
  - 6. No member of the American Federation of Musicians shall be offered or allowed to play as a non-Union player at less than the base wage, as provided in Article 2 herein. The only exception shall be as provided in Article 6.4.
  - 7. Hiring Order: Hiring for any service produced and paid by the Marin Symphony including pops concerts and chamber orchestra, shall be in order of the official established seating. In reduced orchestra situations, all tenured and probationary musicians will be offered work before such work is offered to temporary/substitute players.
    - A. The Association may choose to not follow the official established seating order for chamber music performances under the following circumstances:
      - 1. The chamber music performances are not on the same programs as orchestra performances.
      - 2. Before departing from following the official established seating order, the Association must consult with the Marin Symphony Players' Committee.

#### Article 7. GUARANTEED SERVICES

The Association agrees to produce a minimum of thirty-five (35) full-orchestra services in the first year of this agreement, and a minimum of thirty-three (33) full-orchestra services in the second and third years. Management shall offer a minimum of ten (10) services each season to each tenured and tenure-track musician. Run-outs shall not be considered toward fulfillment of the minimums herein.

#### Article 8. CHAMBER OR SCHOOL MUSIC SERVICES

The following rules and provisions shall apply to all education and community concerts utilizing chamber music-sized ensembles or individual musicians:

- 1. Tenured and probation musicians of the Marin Symphony shall have first right of refusal for all such services.
- 2. These provisions will not apply to Marin Symphony fundraising events for which the Association hires musicians.
- 3. Musician wages are based on the current Principal scales, pro-rated hourly, with a minimum 2-hour call.

4. The Association may schedule up to two performances during any such service, and performances may be held in multiple locations.
5. Total duration of such a services shall not exceed three hours. A musician shall be paid for two hours of work during this 3-hour period, per paragraphs three and four above.
6. No single performances shall exceed 45 minutes duration.
7. Musicians may be engaged to provide individual lessons or masterclasses under this provision, in which case the 2-hour minimum shall not apply.
8. All other procedures, including but not limited to the hiring of musicians and distribution of work under this Article shall be mutually agreed to by the parties.

#### Article 9. ALTERATION OF SCHEDULED SERVICES

1. In the event that the Association should find it necessary to alter the original schedule in any way, the musicians must be notified by telephone and/or email no later than twenty-four (24) days in advance of the first rehearsal of the set involving the change. Should cancellation of any service be made on less notice, the canceled service shall be treated the same as a scheduled service and the musicians shall be regularly compensated.
2. In the event that the repertoire for a concert must be changed, the players who are affected will be notified of any instrumentation changes twenty-one (21) days before the first rehearsal of the set involved. Should a change of repertoire or instrumentation be made with less than twenty-one (21) days notice before the first rehearsal of the set, any musician whose services are no longer needed due to the change of instrumentation, repertoire, or are affected with regard to doubling and/or move-up shall be regularly compensated for all services for which s/he was originally hired.
3. Upon any schedule change, even with three (3) weeks notice, if a player has a previously scheduled booking in conflict with the change, s/he must notify the Association upon receipt of the change notice or s/he will be expected to perform in keeping with the changed schedule.

#### Article 10. JOB SECURITY

The parties recognize the need to accommodate the desire of individual musicians to enjoy job security and fair treatment within a framework which assures that the high standards of musical quality of the orchestra can be maintained or increased for the benefit of the orchestra and all of its members.

#### Article 11. TENURE

1. The musicians of the Marin Symphony shall be of three (3) categories: Tenured, Probationary, and Substitute/Extra.
2. A tenured musician is any musician who has played three (3) out of five (5) sets for the 1983-84 season and thereafter fulfilled tenure obligations as set forth in the contract, or musicians who have since then auditioned, successfully completed probation, and fulfilled tenure obligations.
3. Any musician recognized as tenured in the 2003-2004 season shall be considered tenured as of the signing of this Agreement.
4. Probationary and Tenured Musicians: Any new musician who has passed an audition as specified in Article 15 shall be a probationary player. After performing four (4) sets with the Music Director, a written performance evaluation for the purposes of granting tenure or dismissal shall be made for each probationary musician. A copy shall be sent to the Secretary-Treasurer.
5. Subject to conditions under "Tenure Committee" (Article 11.6), with due cause (as discussed with the Tenure and Players' Committee Chairperson or his/her designee), the Music Director may extend the

period of probation to include the performance of two (2) additional sets with the Music Director. The Association is required to give written notification to the player within two (2) weeks after completion of the probationary period. Tenure will automatically be given to any Probationary player who has not been sent written notice of his/her status postmarked within two (2) weeks of the end of the probationary period.

6.
  - A. If, due to extended illness, injury, hardship or Leave of Absence, a probationary musician does not perform the required number of sets within two (2) seasons, allowable absences notwithstanding, the musician's probationary period may be extended to a date in the third consecutive year of employment corresponding with the amount of time not performed during the standard probationary period.
  - B. A tenured musician shall be defined as a musician who has passed the probationary period and who has received notification of tenure.
7. There shall be a Tenure Committee composed of five (5) tenured musicians elected by the members of the orchestra. Elected musician members of the Tenure Committee may serve terms of up to five (5) years, but then either must resign or stand again for re-election by the members of the orchestra.
  - A. The purpose of the Tenure Committee is to review tenure or renewal decisions regarding probationary musicians by the Music Director, on a consulting and advisory basis only.
  - B. The Tenure Committee and the Music Director shall meet at a mutually convenient place no later than ten (10) days following the four sets required for evaluation of a probationary musician's performance for discussion regarding the written performance evaluation for the purposes of granting tenure or dismissal to a probationary player (see Article 11.4).
  - C. Five (5) members of the Tenure Committee and the Music Director must be present to constitute a quorum.
  - D. Prior to the meeting, Section leaders of the musician(s) being reviewed and the Chair of the Players' Committee, or his/her designee, shall be invited by the Tenure Committee to attend and participate in the discussion. For string section players this shall include the Principal and Assistant Principal of the musician's section; for String Principals, the Assistant Principal of that section and two (2) other String Principals; for woodwind players, the four (4) Principal Woodwinds; for brass players, the four (4) Principal Brass players; for percussionists, the Principal Percussionist and Principal Timpanist; for harp, two (2) Principal Strings and one (1) Principal Woodwind. Prior to the meeting the Tenure Committee may also consult with other tenured orchestra musicians who are physically located near the player in question.
  - E. The Union Steward or his/her designee and a management representative shall be notified and invited to be present in a non-participating capacity.
  - F. At the conclusion of discussion about each probationary musician, all but the Tenure Committee, Music Director, management representative and Union Steward (or his/her designee) shall leave the room. A final discussion of each candidate shall be held.
  - G. Each member of the Tenure Committee will vote yes or no on each candidate. There shall be no abstentions. The Music Director may (or may not) confirm any candidate with a majority of yes votes. The Music Director's decision is final.
  - H. All discussion during tenure review meetings is to be held in strict confidence by all in attendance, with no communication to any member of the orchestra regarding these discussions. Results of the tenure review process will be sent in writing by the Personnel Manager to each member whose tenure status is reviewed per Article 11.7.B. Violation of confidentiality will be just cause for removal from the Tenure Committee
  - I. In the absence or unavailability of an elected member(s), an alternative member(s), chosen by the remaining members of the Tenure Committee, shall serve on an ad hoc basis.



8. Reinstatement of a tenured musician: if a tenured member resigns without duress and wishes to return to the orchestra, s/he must comply with the audition procedures, unless the Music Director, Tenure Committee, and section Principal agree unanimously to waive the audition requirement. The Association may, with approval of the Music Director, reinstate that individual's tenure without a probationary period.
9. Personal Service Agreements (PSA) and Intent to Return:
  - A. All tenured and tenure-track musicians shall be considered re-engaged from year to year.
  - B.
    1. Prior to each season, the Association shall enter into Personal Service Agreements (PSA) with each tenured and probationary Musician. All provisions of this Master Agreement shall be deemed a part of each Personal Service Agreement. The PSA shall specify each Musician's per service rate, the ranking or title of their position in the orchestra, the instrument or instruments to be played, and shall include all Services for the particular Musician for the upcoming season.
    2. Personal Service Agreements shall not contain less favorable wages, terms and conditions than those set forth in this Agreement.
    3. If, after signing a contract for the ensuing season, a Musician wishes to resign, s/he shall do so by submitting a letter of resignation to the Association.
    4. The Association shall mail a PSA to each Musician postmarked no later than May 1st for the following season. PSAs shall be signed and returned to the Association postmarked no later than July 31st. It is the Musician's responsibility to return her/his PSA by the specified deadline or risk her/his status as a tenured/probationary Musician with the Marin Symphony.
    5. If a Musician does not return said PSA by July 31st or has not requested a leave of absence, the Association shall make repeated attempts to contact the musician by phone email, and first-class mail, return receipt requested. If, after two weeks subsequent to such attempts, the musician has still not returned their PSA, the Musician will be deemed to have resigned.
    6. During a negotiation year, the Association will issue a letter of intent in place of a Personal Service Agreement. Upon execution of a new contract, a Personal Service Agreement will be issued and the Musician will return said PSA to the Association within 30 days of the postmark.

## Article 12. SUBSTITUTE AND EXTRA PLAYERS

1. A. If a vacancy occurs in a position due to the absence of the player normally filling that chair (i.e. illness, leave of absence), a substitute may be hired by the Personnel Manager at the direction of the Music Director, pursuant to Article 12.1.B for the remaining services, but a formal audition must take place if it subsequently becomes permanently vacant, prior to the next concert season. String substitutes in non-titled chairs shall be seated at the back of the section and all regular musicians will move up.
- B. All section Principals, in consultation with the Music Director, shall revise/provide a list of qualified substitutes in call order for the Personnel Manager at least three weeks prior to the first rehearsal for the first set of the season. This list shall be used throughout the season for all services as the sole basis for hiring substitute/extra musicians. If no listed substitutes are available, the Personnel Manager shall consult the section principal involved, who may choose to consult with the Music Director in selecting additional musicians to add to the substitute list.
2. A. If the repertoire for a certain concert set requires additional musicians to be added to a section, extra musicians may be hired pursuant to Article 12.1.A and 1.B herein. Extra musicians, except temporary acting principals (See Article 13.9), shall be seated at the back of their section.
- B. Temporary/Substitute/Extra section string players shall not displace a regular musician when, due to his/her ranking, s/he would normally be included in a piece calling for reduced strings.

3. Substitute and extra musicians shall abide by and be protected by all the provisions of this Agreement.

Article 13. SEATING

1. A. All musicians, probationary and tenured, shall be considered engaged for a specific chair, permanently, from season to season. A musician shall not be moved from his/her chair except by non-renewal or dismissal procedure as set forth herein, except as provided for in Article 12 and Article 14, or as set forth in Article 13.1.B.  
  
B. Probationary string section players may be asked to play with the principal for at least one service of the season as agreed upon by the Music Director, principal and probationary player. If possible, it will be during an excused absence of the assistant, otherwise the assistant will exchange places for one service but will be compensated at the assistant principal rate.
2. A. A seating roster of tenured and tenure track union players will be provided to the Players' Committee prior to the first season-concert-set rehearsal.  
  
B. Members of the orchestra shall be listed in the program in order of seating as of the beginning of each season.
3. Any player may opt to stay in his/her regular chair rather than advance as provided for herein and in Articles 12 and 14.
4. An audition for a vacancy in the seating shall occur only as a result of: a member leaving a string section in the Orchestra, when an opening in the chair results from the downward reseating for artistic reasons of a member of that section, or when a member of a string section voluntarily moves down to a lower vacant chair. (The seat ultimately up for audition is the highest ranked vacant seat.) Vacancies in the chair may be filled at the time of the annual auditions. Such vacancies shall be publicized to all members in the section at least six (6) weeks prior to the audition date. String section members desiring a higher chair will play from the same audition materials as prospective orchestra members. A member of the Orchestra has the right to waive the preliminary round of the auditions. If said member chooses to play preliminaries and does not advance, then s/he may nevertheless participate in the finals. Any musician auditioning for a higher chair and not attaining it will not lose his/her chair from the previous season.
5. Any reseating of a musician because of artistic deficiencies shall follow the procedures as set forth in Article 19. A player who disagrees with the adjusted seating has recourse to the review process, as set forth in Article 19. During the review process the player's chair shall remain the same. If the player is ultimately moved to a lower chair, all players below the resealed player will be permanently moved forward one chair. This will be for the balance of the season only. All players thus temporarily advanced will retain their permanent chairs.
6. If a lower chair becomes vacant, any string player (Principal or ranked) above that chair may request to move down to that chair permanently without audition or loss of tenure. The request shall be made to the Association, with copies to the Personnel Manager and the Players' Committee, who shall either approve or deny the move. Should more than one higher seated player desire that vacant chair, the higher seated player will be given preference. Any member of the First Violin section may request to move to an equivalent or lower vacant chair in the Second Violin section without audition or loss of tenure. Such requests shall not be unreasonably denied.
7. In the anticipated absence(s) of a string player(s), all lower seated string players shall automatically advance in ranked order to fill the vacant seat(s) except in the following circumstances:
  - A. If there is major solo work for the section Principal or Assistant Principal, the Music Director may appoint a musician from either within or outside the orchestra to sit in these positions.
  - B. If both the regular section Principal and regular Assistant Principal are absent, members of the section shall automatically advance in ranked order up to the Assistant Principal position. The Music Director shall give first consideration to advancing a member of the orchestra in ranked order into

the Principal position, but after consulting with the regular section Principal, may appoint a musician from either within or outside the orchestra to fill the Principal position.

- C. If both the regular Concertmaster and the regular Assistant Concertmaster are absent, the Music Director may appoint a substitute concertmaster from either within or outside the orchestra.
- 8. The size of reduced string sections may be enlarged after the end of the second rehearsal of the concert set if all newly engaged string players are compensated for all the services of the set, including the two (2) rehearsals for which they were not called. Every effort will be made to indicate seating for works using reduced string sections prior to the first rehearsal of a set.
- 9. A temporary emergency seating vacancy is caused by the delayed arrival of a player who is expected to be present for a service. Temporary emergency seating vacancies shall be filled, when determined necessary by the Music Director, by the advancement of all regular members in ranked order or by division order.
- 10. Any dispute arising with regard to string section hiring order, or seating, not covered by this Agreement, will be resolved by consultation with the Music Director/Conductor, Concertmaster, and all string section principals. Any dispute arising with regard to woodwind, brass or percussion hiring order or seating not covered by this Agreement, will be resolved by consultation with the Music Director/Conductor, and all applicable woodwind or brass or percussion section principals. The Personnel Manager shall be apprised of such consultations.

#### Article 14. VACANCIES

- 1. A. An audition shall be held only for the purpose of filling a specific vacancy in the orchestra. When a specific position in the orchestra becomes permanently vacant, an audition for that chair must take place prior to the next concert season, unless insufficient notice of the vacancy makes it impossible for the Association to properly announce and advertise the vacancy, as provided herein. In this case, such arrangements for an audition to fill the vacancy shall be made as soon as possible. In the event that additional vacancies occur within the same section after the published notice, they may also be filled at these auditions.
- B. A vacancy shall exist upon:
  - 1. Death
  - 2. Resignation
  - 3. Musician's request to move down to a vacant lower ranking, as per Article 13.6.
  - 4. Association's final decision to move down a musician, if such final decision is not disputed, or if disputed, when the Review Committee rules in agreement with the Association's final decision.
  - 5. Non-renewal, or dismissal, if such is not disputed, or if disputed, when the Tenure or Review Committee rules in agreement with the Association's final decision for non-renewal or dismissal.
  - 6. Musician's failure to give timely notice of his/her intent to return to the orchestra, after having been notified, return receipt requested, of the deadline by the Association pursuant to Article 11.8.
  - 7. Creation of a new position, in addition to the positions existing as per Article 6.3. No new position shall be created without mutual consent of the Association and the Union/Players' Committee.
- C. Specific permanent vacancies shall be filled exclusively through the audition process, as provided herein.

2. A. When a position becomes vacant, members of the orchestra shall be afforded ample opportunity to designate their desire(s) to move to a lower ranking as provided in Article 13.6. Additionally, vacancies and auditions shall be publicized according to Article 14.3.
- B. Notification of a vacancy to each member of the section in which the vacancy occurs shall be given by the date of the ad placement for audition in the Union Bulletin of Local 6, A.F. of M.
- C. Any musician who desires to move to a vacated lower ranked position must request to do so within two (2) weeks of notification. (See also Article 13.6)
3. Vacancies for union positions shall be announced in the Local 6 Union newspaper at least six (6) weeks prior to the audition and shall specify the number of positions open and the sections in which the openings exist, i.e. First Violin Section, 2 vacancies.
4. Vacancies during the season: Until a position has been permanently filled through the audition process, vacancies occurring during the season in the string rankings shall be filled by temporarily moving forward in ranked order all players below the vacancy. All players thus temporarily advanced retain their permanent rankings. For Principal strings and all other non-string musicians, vacancies occurring during the season may be temporarily filled at the discretion of the Principal and the Music Director. Any exceptions must be with Union approval. All due consideration will be given to members of the orchestra. In no case can a temporary vacancy last longer than the last concert of a season.

Article 15. AUDITIONS

1. Players serving on the Audition Committee shall be paid as per service as appropriate to the position s/he holds in the orchestra.
2. Union auditions shall be held entirely separate from non-union volunteer auditions. (See Article 15.3)
3. The Union Steward or a designated union representative shall be present at all auditions, union and non-union volunteer, for the purpose of ensuring adherence to the audition procedures, keeping order, and monitoring warm-up facilities. Ample warm-up facilities will be available. Room temperature at auditions shall be between 70 and 80 degrees Fahrenheit.
4. Anonymity for all musicians auditioning will be guaranteed before, during and after the auditions. A screen will be used for the all rounds. Verbal responses will not be solicited from the candidate.
5. A contracted member of the orchestra may choose to waive the preliminary round of an audition. Candidates who have auditioned and attained the finals within the previous two years may, at their own discretion, be excused from preliminaries. If such a candidate chooses to play preliminaries and does not advance, then s/he may nevertheless participate in the finals. Records of finalists shall be maintained and made available to the Audition Committee.
6. A. Audition order: All candidates will be given approximate appointment times for the preliminary phase. Prior to each subsequent round, all candidates will select, at random, numbers from a box to determine appearance order.
- B. The Personnel Manager, or his/her designee, shall issue appointments to the candidates, supervise the selection of random numbers, usher candidates behind the screen in their order, and be responsible for anonymity. The Personnel Manager, or his/her designee, shall remain behind the screen with candidates throughout the audition.
- C. The Audition Committee shall rank qualified finalists for integration into the standing substitute list.
- D. The official substitute list for each section will ultimately be ranked by the Music Director and the section principal involved after consultation with the Music Director and given to the Personnel Manager. (See Article 12.1.B)
7. Preliminary auditions shall afford each candidate ample opportunity to demonstrate his/her musical skills. However, the Audition Committee, upon reaching consensus, may terminate any applicant's

audition at any time, after the applicant has completed the appropriate portion of his/her solo work, and at least two (2) orchestral excerpts.

8. A. Repertoire: The repertoire list shall be the same for a new opening and vacancy in the rankings. The repertoire shall be chosen by the Music Director and the section principal. The repertoire list will be available six (6) weeks prior to the audition. Any candidate may use his/her own music. Some sight reading may be required and shall be the same for every candidate. Any work on the repertoire list may be required of any candidate during any round.
- B. Pre-audition meeting: Prior to each audition, the Music Director, highest ranking Committee member, and the Audition Committee shall meet to discuss desirable artistic and technical qualities to be looked for in the candidates. Individual candidates will not be discussed at this time. At this meeting, the Principal or highest ranking Committee member and the music Director shall discuss and agree upon the artistic procedures to be used in the audition. For the preliminary round and semi-final round, the Principal or highest ranking Committee member shall lead the artistic audition procedure in consultation with the Music Director. For the final round, the Music Director shall lead the artistic audition procedure in consultation with the Principal or highest ranking Committee member.
9. A. Advancement: There shall be one preliminary round of auditions. Any candidate receiving a majority of yes votes of the Audition Committee shall be advanced to the next round. The Union steward or his/her designate shall collect all ballots for all rounds. Ballots may be verified by an Association Representative. If more than four (4) candidates are chosen, the Committee may discuss whether a screened semi-final round shall be held or if all shall be advanced to the final audition.
- B. The Music Director may or may not be present in the preliminary round. If present, the Music Director, after consulting the affected Section Principal, shall have the right to advance up to a total of three candidates from the preliminary round to a semi-final round, regardless of the audition committee's vote. The affected Section Principal shall have the same right as the Music Director in the Music Director's absence.
10. A. Finals: A screen shall be used in the finals, which may consist of solo work, excerpts and sight reading as desired by the Music Director and the Committee. The Audition Committee and/or the Music Director may choose to hear multiple rounds of finals. After hearing all finalists and discussing their qualities and merit(s), each member of the Audition Committee will vote yes or no on each candidate by secret ballot. A second ballot may be called to determine ranked order. There shall be no abstentions. The Music Director may hire any candidate receiving a majority of yes votes, but is not bound to hire any candidate. All decisions regarding each candidate must be decided at the conclusion of the finals.
- B. When there is more than one vacancy in a section and one of which is for a Principal or Assistant Principal position which requires additional repertoire, separate preliminaries and separate finals will be held for those positions. These will all be before the general section finals. The Audition Committee and/or Music Director may invite any Principal or Assistant Principal candidate whom they consider qualified to play again in the section finals for a section position (if s/he was not chosen for the Principal/ Assistant Principal finals or was not chosen to fill the Principal/Assistant Principal position).
- C. Finals will not begin after 8:00 p.m. and may not continue past 10:00 p.m. Auditions in general shall not begin before 10:00 a.m.
- D. When there is more than one (1) vacancy in a section, audition winners shall be ranked, and in subsequent reseating occasioned by the return of players from leave of absence, that ranked order shall be maintained.
- E. When a contracted member of the orchestra auditions and wins a higher position within the section, his/her former section chair will be considered vacant. That chair may be filled by the Music Director from among any of the finalists who receive a majority of yes votes, but the Music Director is not bound to hire any candidate. If the position is filled through the audition process, it is contingent upon the musician who vacated the chair successfully fulfilling tenure requirements for his/her new

position. If the position is not filled by one of the finalists, it shall be considered a year-long temporary position.

11. Results of the audition shall be available within twenty-four (24) hours after completion of the audition process.
12. A. The Audition Committee shall consist of three (3) tenured orchestra members who shall be selected by the Music Director and the Personnel Manager at least three (3) weeks prior to the audition date.
- B. The following shall be the established order of call for all auditions:
  1. Strings: Concertmaster or Assistant Concertmaster, Two (2) section Principals from the most closely related sections, Assistant Principals, or tenured players in ranked order.
  2. Winds/Brass: Principals of the section(s) involved or the next ranking tenured player from the section; Principals from the most closely related sections (Woodwinds for Winds, Brass for Brass), tenured section players from related sections.
  3. Percussion/Tympani: Principal Percussion and Principal Timpani, Principal Brass players or Principal Harp or Principal Piano/Celeste.
  4. Harp and Piano/Celeste: Concertmaster, other Principals.
  5. Principal Positions: Three (3) Principals or other tenured musicians from related instrument families.
- C. Principal musicians from the section(s) involved shall be invited to be present in an advisory capacity at non-union auditions.
13. Violation of any procedures in Article 15 may result in settlement by the Adjustment Board or Arbitration (Articles 22 and 23).

Article 16. EXCUSED ABSENCES

1. Tenured and probationary musicians are expected to be present at each service of regular subscription sets for which they are hired.
2. A.
  1. In order to receive an excused absence for any rehearsal or subscription set, all tenured and probationary musicians must notify the Association in writing, with a copy to the Players' Committee, two (2) weeks prior to the first service of the set from which s/he wishes to be excused or two (2) weeks prior to the rehearsal from which s/he wishes to be excused.
  2. If a musician has received music for the next set and then receives an excused absence for that set, the musician is personally responsible to return the music to the Association offices, by hand delivery, or Priority Mail with delivery confirmation, or first class mail, certified return receipt requested. The music must be returned within three (3) days of providing notice of the absence. With an unexcused absence, the music must be returned within 24 hours.
- B. When less than two (2) weeks' notification is given, emergencies excepted, the musician shall be sent an official letter notifying the musician that s/he has received an unexcused absence. If the musician gives notice less than two (2) weeks' time a second time during the same season, the musician shall receive an official warning letter stating that additional unexcused absences may subject a musician to disciplinary action, as outlined in Article 20, Just Cause, including dismissal.
3. A. A musician may be excused from one (1) rehearsal in a four (4) or five (5) rehearsal set and two (2) rehearsals in sets of six (6) rehearsals or more. Absence from dress rehearsal or rehearsals in excess of those provided above will necessitate an excused absence from the entire set, unless the Music Director, in consultation with the section Principal, chooses to make an exception.

- B. On sets with three (3) or fewer rehearsals, a musician must attend all services of the set or request an excused absence from the entire set, unless the Music Director or conductor chooses to make an exception.
- 4. All absences described in this Article shall be without pay.
- 5. Illness or personal emergency which requires that a musician be absent from a concert set(s) shall serve as sufficient reason to grant an excused absence(s) for that set(s). Such excused absences shall not be counted toward the musician's maximum allowed absences in a season and will not constitute just cause for disciplinary action. A musician may choose to apply paid Sick/Personal Leave services, as available, to such absence. (See Article 17)
- 6. Excused absences may be granted to a musician who has requested such absences with less than the required two (2) week's notice.
- 7. These provisions do not apply to a member who may require an extended leave due to pregnancy or other health reasons and who has taken all possible steps to notify the management of his/her incapacity. The Association reserves the right in the case of permanent or partial disability affecting the musician's ability to perform, or extended illness [involving more than two (2) full seasons] to replace the player.

Article 17. SICK/PERSONAL LEAVE

- 1. A tenured and tenure-track musician is entitled to two (2) paid Sick/Personal Leave services per season. Such Sick/Personal Leave shall be without loss of pay for services taken.
- 2. Musicians may request Personal Leave two (2) weeks in advance of the service(s) to be missed. Such requests shall be for rehearsals only. Personal Leave for dress rehearsals or performances shall not be permitted, unless the Music Director chooses to make an exception.
- 3. Sick Leave may be used in increments of no less than one-half (1/2) service.
- 4. Sick/Personal Leave pay shall be tendered with the subscription or other set in which the leave was taken.
- 5. Sick/Personal Leave may not be used in such a way as to violate the maximum number of rehearsal absences allowed in a given set. (See Article 16)
- 6. If a musician is unable to complete a concert set due to illness or personal emergency, all services performed previous to the leave will be regularly compensated. (See Article 3)

Article 18. LEAVE OF ABSENCE

- 1. Any musician may request a Leave of Absence from the orchestra. Such requests shall not be unreasonably denied.
- 2. Players returning from leave of absence shall return to their titled or ranked position held at the time they left.
- 3. Members who leave their employment to serve with the armed forces of the United States shall be granted all rights and privileges provided by the Military Service Act of 1967.
- 4. A player shall be permitted two (2) consecutive seasons leave of absence. This may be extended under special circumstances.
- 5. Upon written request by a musician, a short leave for auditions or solo or recital appearances may be granted a musician, at the sole discretion of the Music Director.
- 6. All leaves of absence covered in this section are unpaid.

7. Emergency Leave: In the event of death or critical illness of a family member or other emergency situations, a musician will be granted, by the Association, unpaid emergency leave as the situation warrants.
8. A. When a section member takes a Leave of Absence, which constitutes at least one (1) but not more than two (2) consecutive seasons, his/her position will be considered a Temporary Vacancy and players shall move up in ranked order of seating. When a musician in a titled chair takes a Leave of Absence, the position may be filled at the discretion of the Principal and the Music Director.  
  
C. Should the musician on Leave of Absence return, the musician filling the Temporary Vacancy must re-audition for any permanent vacancy.

Article 19. ARTISTIC DEFICIENCIES: PROCEDURES FOR DISMISSAL OR RESEATING

1. The Association will notify a tenured musician if it intends to dismiss or reseat that tenured musician. Material deficiency in musical performance and material failure to perform at the artistic level of the orchestra shall be cause for dismissal or reseating of a tenured player. All cases of dismissal or reseating shall be based upon the performance on the musician's primary instrument.
2. Prior to implementing formal dismissal or reseating procedures, the Music Director and affected musician may agree to meet to discuss the artistic problem. Such a meeting is not mandatory for the musician and s/he may have a third party present.
3. Procedures governing the dismissal or reseating for artistic reasons of tenured members:
  - A. After completion of a concert set, the Music Director shall issue a written warning notice by certified mail, return receipt requested, indicating the specific artistic deficiencies in the musician's performance. Copies of the warning shall be sent to the Union, Chair of the Review Committee, and the Chair of the Players' Committee.
  - B. The affected member will have two (2) sets in which s/he plays to correct the deficiencies. The first probationary set in which the member is to correct the deficiencies will begin no less than twenty-eight (28) days after the date of postmark of the warning notice.
  - C.
    1. If the member has not heard further from the Association, postmarked by the date of the first service of the set following the second probationary set played, the dismissal or reseating procedure ends and further artistic dismissal proceedings must start from the beginning. (See Article 19.3.A)
    2. If the Music Director still considers that the member's performance warrants dismissal or reseating, the Association will notify the member in writing, return receipt requested, with copies to the Union, the Chair of the Review Committee and the Chair of the Players' Committee.
  - D. In the event that a member wishes to appeal his/her dismissal or reseating, the affected member shall have five (5) working days after receipt of final written notice of dismissal or reseating to post by certified mail, return receipt requested, a protest of dismissal or reseating to the Association, with copies to the Union, the Chair of the Review Committee, the Chair of the Players' Committee.
  - E. The Review Committee must meet to uphold or overturn the dismissal or reseating within thirty (30) days of the date the protest letter was postmarked if the case is appealed. The musician in question may appear before the Committee on his/her behalf but may not stay during the Committee's deliberation.
  - F. If the affected musician chooses not to appeal the notice of dismissal (Article 19.3.C.2), the musician's employment shall be immediately terminated. Should the affected musician choose to appeal the dismissal (Article 19.3.D), the Association reserves the right to opt to:
    1. Continue to allow the musician to play in the orchestra with all due compensation and benefits, until the Review Committee renders its final decision, or:



2. Suspend the musician with pay and benefits for all services that s/he would normally have played until the Review Committee renders its final decision.
  - G. The musician's dismissal, if upheld by the Review Committee, shall result in the termination of his/her employment immediately. If the final decision of the Review Committee is rendered during a set (after the day of the first rehearsal of a set), termination of employment shall occur as of the last service of that set.
  - H. If the Music Director's decision is not upheld by the Review Committee, the musician shall retain his/her tenured status and chair, without loss of pay or benefits for any services that s/he would have normally played.
4. The Review Committee
- A. The purpose of the Review Committee is to assure that each tenured musician in the Orchestra has a full and complete hearing (if so desired), structured along democratic lines, before any artistic dismissal or reseating procedure against a musician becomes effective.
  - B. The nine (9) members include the Chair (member of the Players' Committee), Music Director, Executive Director, Concertmaster, Personnel Manager and four (4) tenured musicians [two (2) strings, one (1) woodwind/harp, and one (1) brass/percussion] elected by all contracted musicians in the Orchestra. The Librarian and Union Steward are excluded from the Review Committee. An alternate member, also elected by the orchestra, shall serve in absence, or unavailability of the aforementioned elected members.
  - C. The Chair shall notify the Association and the Union of the names of the Orchestra members and of any changes in membership.
  - D. Meetings:
    1. Quorum: All nine (9) members must be present to constitute a meeting. The Union Steward or his/her designee shall be present as a non-voting observer and has no voice in the proceedings.
    2. The Chair shall conduct the proceedings but shall have no vote. All ballots shall be secret and at least five (5) votes are required to overturn the decision to dismiss or reseat a musician.
    3. The final decision of the Review Committee is effective immediately. All decisions will be explained in writing to the aggrieved party, the Board of the Association and the Union within three (3) working days of a decision.
    4. The aggrieved party may appear before the Review Committee in his/her own behalf and may also designate no more than three (3) regular Orchestra members to appear before the Committee in his/her behalf. The aggrieved party and his/her designates must leave before the Committee may deliberate.
    5. Probationary Musicians: Procedures for dismissal of probationary musicians due to artistic deficiency is outlined in Article 11: Tenure.

**Article 20. JUST CAUSE: PROCEDURES FOR DISMISSAL**

1. When each musician employed under this agreement is engaged in orchestra activities, such musician shall maintain a state of decorum, presentability and attendance consistent with the professional status and with the artistic image of the orchestra. Continuous flagrant breach of this section shall subject a musician to dismissal for cause.
2. No musician shall be dismissed or otherwise disciplined, except for just cause or artistic deficiency as discussed in Article 19.1.
3. In the event that the Association wishes to suspend, dismiss or otherwise discipline a musician for just Cause, it shall give him/her written notice to that effect, by certified mail, return receipt requested, stating

reasons therefore, and shall simultaneously mail a copy of this notice to the Union and the Chair of the Players' Committee.

4. Notice of any disciplinary action, including dismissal, must be preceded by a written warning, by certified mail, return receipt requested, except where extreme circumstances merit immediate action. The disciplinary action may be effective immediately but the musician's employment and wages for services occurring and/or contracted before any final decision is reached shall not terminate until the final decision if a case is appealed, as hereinafter provided for, or after the deadline to file notice of appeal, if a case is not appealed. Payment for such services shall be made to the musician only if the dismissal is not upheld.
5. In the event a member wishes to appeal his/her dismissal or other disciplinary action, s/he may do so by notifying the Association in writing, by certified mail, return receipt requested, postmarked within five (5) working days after receipt of written notice of dismissal or other disciplinary action, with copies to the Union and the Chair of the Players' Committee.
6. The Association must convene an Adjustment Board and meet within thirty (30) days of the date of postmark of the letter of appeal. The Association shall inform the aggrieved party of such proceedings. The appeal process for dismissal for just Cause shall follow the procedures as outlined in Article 22, Adjustment Board, and Article 23, Arbitration.

#### Article 21. SETTLEMENT OF DISPUTES

In the event that a dispute arises during the term of this Agreement regarding the interpretation or enforcement of any of the sections of this Agreement or the terms or provisions of written agreements supplementary to this Agreement, the matters in dispute, in all their particulars, shall be set forth in writing by the complaining party and served upon the other. To be timely filed, a grievance hereunder must be reduced to writing and presented to the Association within thirty (30) days of the first occurrence or knowledge of the fact giving rise to the dispute. If the dispute is not settled by the parties within (5) working days following the receipt of such written notice, or within such extended time as may be agreed upon, the dispute shall be referred to an Adjustment Board. No change in this Agreement or interpretations thereof except interpretations resulting from Adjustment Board or arbitration proceedings hereunder will be recognized unless agreed to by the Association and the Union.

#### Article 22. ADJUSTMENT BOARD

An Adjustment Board, consisting of an equal number of members representing each of the parties hereto and one neutral member selected by mutual agreement of both parties, shall be established for the purpose of hearing and deciding disputes which arise and are presented during the term of this Agreement and which are limited to the interpretation or enforcement of any of the Sections of this Agreement, or the terms or provisions of written agreements supplementary thereto.

#### Article 23. ARBITRATION

1. In the event that a majority of the members of the Adjustment Board cannot agree to a settlement of a dispute regarding the interpretation or enforcement of any of the Sections of this Agreement, or the terms or provisions of written agreements supplementary hereto, the dispute may be submitted to a neutral arbitrator mutually selected and agreed upon whose decision shall be final and binding. The arbitrator shall have no authority or power to add to or alter or amend the terms and provisions of the Agreement or written agreement supplementary hereto.
2. Each party shall bear its own expense in presenting its case to the arbitrator. The expense of the arbitrator shall be divided between the parties hereto. The Association agrees to pay a sum equal to but not greater than one-half (1/2) of said expense and the Union agrees to pay a sum equal to but not greater than one-half (1/2) of said expense.

Marin Symphony CBA 2019-22  
Article 24. SCHEDULING

1. There shall be no more than two (2) full services per day.
2. There shall be a minimum of one and one-half (1 1/2) hours between services, except for Holiday Concerts, which shall have a minimum of one (1) hour between services and two (2) hours for meal breaks when applicable.
3. The Association shall make every effort not to schedule subscription services as before 10:00 a.m., and not to schedule more than one concert per day, with the exception of holiday or Children's Concerts. If the Association wishes to schedule such services, the orchestra shall be polled before any scheduling is done.
4. The Association shall not require attendance at any service scheduled on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Easter Sunday. Attendance shall not be required for members of the Jewish faith at services scheduled on the evenings and days of Rosh Hashanah and Yom Kippur, and the first two evenings of Passover.

Article 25. WORKING CONDITIONS

1. All due consideration will be given by the Association for the health, safety and comfort of the musicians at all times. Musicians shall be provided with clear and safe passage to and from their seats on the stage.
2. The Association will make every effort to ensure the comfort of the musicians at all services with respect to lighting, temperature, etc.
  - A. The Association shall make every reasonable effort to maintain a room temperature between 72 and 80 degrees Fahrenheit with the understanding that a range of 72 to 76 degrees Fahrenheit is desirable and that the Association shall continue to attempt to attain that range. In the event that the temperature interferes with playing, the Players' Committee will consult with Management and the orchestra regarding suspension of the rehearsal until conditions are sufficiently improved.
  - B. Indoor Performances on Stage: During an indoor performance on stage, jackets may be removed only if agreed to by an Association representative.
  - C. Outdoor Performances: When temperatures exceed 80 degrees Fahrenheit during an outdoor performance, no jackets will be worn. For temperatures of less than 80 degrees Fahrenheit, jackets may be removed only if agreed to by an Association representative.
  - D. Performances in an Orchestra Pit: When temperatures exceed 80 degrees Fahrenheit during a performance in the orchestra pit, jackets will be removed after notification has been given to the Production Stage Manager. Jackets are to be removed only prior to the beginning of a performance or between Acts of the performance.
  - E. Lighting must be set by the dress rehearsal with every reasonable effort made to ensure that no lighting will impair any player's vision.
3.
  - A. There shall be shade cover for all daytime outdoor events. Such shade cover shall be of a solid fabric or material that does not allow direct sunlight to pass through.
  - D. Under no circumstances will a musician be required to play if his/her instrument is in the sun or if s/he or his/her instrument is getting wet.
  - E. Employer shall ensure that any generator equipment used for outdoor events be positioned in such a way as to minimize the possibility of any exhaust fumes affecting musicians onstage.
4. No musician shall suffer reduction in pay or disciplinary action for refusal to play in wet or sunny conditions as set forth above, or in unsafe, unhealthful or noxious conditions.

5. The Association will maintain a total of nine (9) sound screens for the term of the present contract. The Players' Committee, involved players, and the Music Director will work together to determine specific usage of screens as well as other methods of hearing protection.
6. The Association will provide backstage security.
7. There shall be adequate backstage table and floor space for instrument cases, enough chairs for musicians' seating, sufficient coat hanging facilities in the immediate backstage area, and adequate lighting backstage, all as requested by the Players' Committee.

#### Article 26 PENSION

The Association shall pay into the American Federation of Musicians and Employers' Pension Fund an amount equal to eight (8) percent of all wages covered by this Agreement. A check in the proper amount made payable to "AFM-EPF" shall be mailed to the Union with the payroll list each pay period.

Effective August 15, 2015 ("Effective Date"), Association shall contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Association's contribution rate will increase as follows:

Effective on the Effective Date, The Association's contribution rate will be 8.72%.

#### Article 27. ORCHESTRA/MANAGEMENT LIAISON

1. No member of the Orchestra shall have his/her position in the orchestra jeopardized because of his/her activities representing the orchestra or as a member of any committee, nor shall there be any form of discrimination or harassment.
2. Players' Committee
  - A. The duly elected Players' Committee, consisting of seven (7) tenured players [five (5) members and two (2) alternates] shall be recognized by the Association and the Union as the Orchestra's representatives for the general purpose of maintaining communication with the Association and/or the Musicians, and conducting negotiations with the Union between the Association and the Musicians. The Players' Committee shall notify the Association and the Union in writing of the names of its members and of any future changes in its membership. The Committee may, at its discretion, delegate individual members of sub-committees to represent it, provided that the Committee furnishes the names of its representatives to the Association and Union in writing including those persons assigned to permanent or ad-hoc sub-committees.
  - B. The Players' Committee shall meet regularly with representatives of management, the Union and the Board for the purpose of discussing matters of mutual concern.
  - C. The Music Director will allow the Chair of the Players' Committee or his/her designee to make announcements to the orchestra prior to any part of a rehearsal or at such other times as may be mutually agreed upon. The Chair or his/her designee may leave the stage or speak to other committee members at any time, provided an emergency exists that cannot be handled any other time.
3. Upon ratification of this Agreement, an Artistic Advisory Committee shall be elected and shall serve for a term of two (2) years. The Artistic Advisory Committee shall consist of five (5) tenured members of the Orchestra. The Artistic Advisory Committee shall elect a Chair.
  - A. The Artistic Advisory Committee will meet with Association representative(s) and the Music Director at least twice annually on matters pertaining to the artistic welfare of the organization.

- i. One meeting shall discuss repertoire, soloists, and guest conductors for the following seasons.
  - ii. The Artistic Advisory Committee will submit a list of works for the Association and the Music Director to consider programming.
- B. This Committee is to be free to discuss all matters of artistic implication, considered in the broadest sense, except matters concerning individual members of the Orchestra that in any way might be injurious to their position within their profession or among their colleagues.

Article 28. CONDUCTOR EVALUATION

1. A suitable conductor evaluation form will be administered to orchestra players every two (2) years or more frequently at the discretion of the Players' Committee. Orchestra members shall have one week after receiving the form to return it to the designated committee. The Players' Committee will place a collection box backstage, rear stage right. Strict confidentiality of the conductor evaluation results will exist among Orchestra representatives and Association representatives. Scheduled guest conductors may also be evaluated by the orchestra.
2. Selection of a New Music Director: Should it be necessary to select a new Music Director, there shall be an equal number of tenured orchestra players and board members on the Music Director Search Committee, and a lesser number of administrative staff members. The orchestra members shall be elected by majority vote of the Orchestra to participate on the Board's Conductor Search Committee and will be full and equal voting rights.

Article 29. PERSONNEL MANAGER

1. It is the responsibility of the Personnel Manager to administer all personnel and personnel-related matters in compliance with the conditions set forth in the Working Agreement. The Personnel Manager is recognized as a duly authorized representative of the Association.
2. The Association shall make every effort to select for its Personnel Manager a playing member of the orchestra, who shall also be a member of Local 6. Should an opening for Personnel Manager occur, orchestra members shall be notified. If no qualified person within the Orchestra is found, the Association has the option to appoint a Personnel Manager from outside the orchestra. Such a person must be a member of the American Federation of Musicians, Local 6.
3. The Players' Committee shall be notified by letter and an announcement made to the orchestra when an opening for Personnel Manager occurs. The Players' Committee shall be notified of the names of the Orchestra members applying and consulted to discuss the appointment of any new Personnel Manager.

Article 30. UNION STEWARD

The Union Steward or his/her designee shall be recognized by the Association as the Orchestra's Union liaison. S/he shall assure that all working conditions are met and that the Agreement is upheld in the best interests of the musicians. S/he will be present during Adjustment Board/Review Committee proceedings as a non-voting observer with no voice in the proceedings. The Union Steward shall be present to observe all union auditions.

Article 31. LIBRARIAN/MUSIC

1. A. The Association shall make every effort to select for its Librarian a playing member of the Orchestra. Should an opening for Librarian occur, Orchestra members shall be notified. If no qualified person within the orchestra is found, the Association has the option to appoint a Librarian from outside the orchestra.

- B. The Players' Committee shall be notified by letter and an announcement made to the orchestra when an opening for Librarian occurs. The Players' Committee shall be notified of the names of the orchestra members applying and consulted to discuss the appointment of any new Librarian.
- C. The Librarian shall have all parts with bowings and preliminary markings from the Music Director's scores marked by at least two (2) weeks before the first rehearsal of each set.
- D. The Concertmaster and String Principals will be responsible for marking the bowings in their parts. The Association will make every effort to give the Concertmaster at least two (2) weeks, and Principals one (1) full week to complete each part. The music will be made available one (1) set ahead of the next concert whenever possible. Parts for bowing will be mailed, or otherwise delivered, to the Concertmaster and String Principals, who will send their bowings or changes to the Librarian either by return mail or electronically.

Article 32. TARDINESS

- 1. Musicians shall be seated and ready for tuning five (5) minutes before the scheduled downbeat.
- 2. A player may be excused for tardiness by a representative of the Association, provided the player establishes that the tardiness is due to an emergency reasonably requiring the failure to appear on time and due to unforeseen causes beyond the player's control. In the event of an excused tardiness no penalty shall be imposed. Any dispute shall be mediated by the Players' Committee.

Article 33. PROFESSIONAL DEPORTMENT

Neither the Director, Conductor, nor any Guest Conductor shall use abusive language or otherwise abuse any musician or engage in any action unbecoming a conductor toward a musician. Nor shall any musician engage in insubordinate actions or conduct toward the Director, Conductor or any Guest Conductor.

Article 34. DRESS CODE

- 1. Musicians shall be neatly and suitably groomed and shall dress as follows:
  - A. Men (Evening): Tuxedo or black suit, white shirt, black bow tie, black socks and shoes.
  - B. Women (Evening): Clean and pressed, all-black ankle-length dress or skirt, or black dressy loose-fitting pants, with long-sleeved black blouse; or women's tuxedo with a white blouse. Black hose and black dress shoes.
  - C. For concerts before 6 p.m.: Men: Dark suit, long dark tie, dark socks and shoes. Women: Same as evening unless specified.

Article 35. TAPING, RECORDING AND BROADCASTING

- 1. Except as otherwise provided in this Agreement, no service or any part thereof shall be recorded in any manner by the Association, or any other person(s), unless a written agreement has been reached with the American Federation of Musicians International Office.
- 2. Archival/Study Tapes (Audio and/or Visual):
  - A. The Association may designate a qualified person to make archival/study tape recordings of previously designated orchestra rehearsals or concerts for study purposes. In the event that archival/study tapes are made, said tapes shall remain at all times in the custody of the Association. The Association will not permit duplications of said tapes, nor will it allow any hearing of said tapes for purposes other than review and grant preparation by the Conductor/Music Director or members of the orchestra unless otherwise agreed upon by the Association, Players' Committee, and Union Representative.

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- B. Archival/study tapes will be available at all times during normal business hours in the Association's office for Conductor/Music Director and/or orchestra members to hear and review all performances.
- C. Archival/study tapes shall not ever be used as evidence in dismissal proceedings.
- D. Archival/study tapes may be used for the purpose of providing tapes to National Endowment for the Arts, California Arts Council and any other government agency or private foundation from which the Association intends to apply for funding and which requires a tape of the Orchestra.

3. Local Media

- A. Broadcasts: The Association may market the orchestra for delayed broadcast on local radio stations at a rate of \$5.00 per contracted member of the orchestra when said broadcast does not result in direct financial remuneration to the Association above and beyond the production costs. These payments apply also to any extra or substitute musicians performing with the Orchestra on the program involved. It is agreed that this is a fee per broadcast and that this broadcast would be local (Bay Area).
- B. For marketing purposes, the Association will be permitted to record (audio/visual) any orchestra service for broadcast on any local radio/tv station, or any other medium, including any local news and/or magazine programs, for up to two (2) minutes of audio and/or visual product of the orchestra without compensation to the musicians. The orchestra shall be notified at least two (2) days in advance of such recording.

4. General Conditions

- A. Except as otherwise provided above, the Association will alert the Orchestra two (2) weeks in advance for any tapings and/or broadcasts of the Orchestra and announce all airing schedules to the musicians.
- B. Except as otherwise provided above, should any recording created or requested by the Association under the terms of this Agreement ever be utilized for any purpose not set forth herein, including, but not limited to displacement of musicians in rehearsal or performance, demonstration or marketing of services or product by any group or individual, local or national broadcast, phonograph records, promos or commercial announcements, or background music for any type of sound or film program, the Association will enter into and comply with all conditions required by the appropriate agreement of the American Federation of Musicians, including, but not limited to, the payment of prevailing wages and allied fringe benefits outlined therein.

Article 36. RUN-OUTS AND TOURS

The Association and the Union agree to separately negotiate procedures and compensation for all run-outs or tours, to be defined as any rehearsal, concert or other service outside Local 6, or, when within Local 6, more than 25 miles from the Marin Veterans Auditorium. Such negotiations shall include, but may not be limited to, wages, transportation, meals, accommodations and scheduling

Article 37. NO DISCRIMINATION

No discrimination shall in any manner be directed by the Employer or the Union or practiced or imposed upon any musician who shall apply for or be engaged hereunder with respect to any right, benefit or privilege herein set forth or rising hereout because of such musician's sex, race, color, creed, national origin or age, nor shall any favoritism or partiality be shown, or any advantage given any such musician with respect to any duty, obligation or responsibility imposed hereunder because of such musician's sex, race, color, creed, national origin or age. (See California Labor Code Sections 1411-1432.5 for further details.) Marin Symphony is an equal opportunity employer.

Article 38. NO STRIKE; NO LOCKOUT

During the term of this Agreement there shall be no lockouts and no strikes, work stoppages, slowdowns, interruptions or delays of any nature.

Article 39. CHANGES AND MODIFICATIONS

Deviations from and modifications of this Agreement must be agreed to by the Union, in consultation with the Players' Committee, and by the Association, and ratified by the orchestra. Such deviations or modifications must be confirmed in writing and signed by the parties hereto. This Article specifically includes, but is not limited to, musicians' voluntary participation in promotional or fundraising activities for the benefit of the Marin Symphony Association. Musicians' participation in such activities may be pro bono or at a rate of pay less than provided for in this Agreement. Such activities may include, but are not limited to, benefit performances, excerpts of archival tapes, photography sessions, and personal appearances.

Article 40. FORCE MAJEURE

1. Any destruction of the concert hall by fire or any other means resulting in the facility being closed, the interruption or prevention of any service by disruption of audience, loss of venue, or by legal authority not within the control of Management to avoid, or combat, insurrection, riot, civil tumult, epidemic, earthquake, act of God or general conflagration of any performance venue shall result in the suspension of all requirements in the Agreement bearing upon Management's obligations with respect to wages (excluding those that have already been earned) and upon Management's and Musicians' other conditions of employment including cancellation of concert notices for as long as the interruption persists. In circumstances beyond the control of Management which result in the delayed arrival of a substantial number of musicians and/or audience, the scheduled beginning of a concert may be postponed up to thirty (30) minutes.
2. In the event that the Association presents compelling evidence of inability to continue to function under the terms of this agreement, all parties will meet in accordance with Article 40 of this Agreement. In the above circumstances, a request by the Association to reduce the number of guaranteed services will not be unreasonably denied.

Article 41. TERMS OF AGREEMENT

This Agreement shall be effective as of August 15, 2019 and shall continue until 12:00 midnight on August 14, 2022. This Agreement shall remain in full force and effect and from year to year hereafter unless either party gives no less than sixty (60) days written notice of its intention to amend, modify or terminate the Agreement.

This Agreement, consisting of 22 pages, including this, is executed at San Rafael, California on the dates below:

3/8/20 

DATED: Tod Brody  
Executive Director  
Marin Symphony Association



DATED: Kale Cumings  
President  
Musicians Union Local 6, AFM



DATED: Steven Machtinger  
President  
Marin Symphony Association

3/8/20 

DATED: David Granger  
Chair  
Marin Symphony Players' Committee



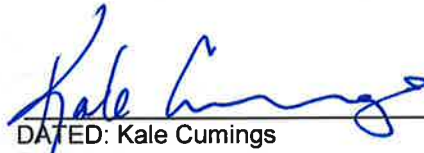
SIDE LETTER

MARIN SYMPHONY YOUTH ORCHESTRA

It is understood by and between the parties to the Collective Bargaining Agreement between the Marin Symphony Association and the Musicians Union Local 6, American Federation of Musicians, that the parties recognize the importance of allowing select members of the Marin Symphony Youth Orchestra to further their musical knowledge by playing alongside professional musicians. The parties agree that with the approval of the conductor of the Family Concert and the principal players, members of the Marin Symphony Youth Orchestra may be invited to participate in the Family Concert performance. The Youth Orchestra players will not displace union players and premiums for principals and assistant principals will be maintained.

3/8/20 

DATED: Tod Brody  
Executive Director  
Marin Symphony Association



DATED: Kale Cumings  
President  
Musicians Union Local 6, AFM



DATED: Steven Machtinger  
President  
Marin Symphony Association

3/8/20 

DATED: David Granger  
Chair  
Marin Symphony Players' Committee

SIDELETTER  
to  
COLLECTIVE BARGAINING AGREEMENT

In consideration of the mutual covenants herein contained, Musicians Union Local 6, American Federation of Musicians, hereinafter called "Union," agrees with Marin Symphony Association, hereinafter called "Association" or "MSO," and collectively "Parties," to this Sideletter Agreement which shall take effect on August 15, 2019 and shall remain in effect to and including midnight of August 14, 2022.

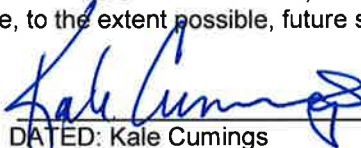
All of the terms and provisions included in the newly-revised CBA shall remain in full force and effect, except for the Parties agreement to the following time-limited amendments and modifications:

**1. STEERING COMMITTEE ON CAPITAL IMPROVEMENTS:**

The Parties agree to continue the work of the special committee, comprised of identified Board members, staff, and musicians, to study the purchase of new orchestra chairs and sound shields. This committee shall report on its findings and give recommendations to the Marin Symphony Association Board of Directors.

2. The Parties agree that the Association will continue to work cooperatively with other orchestras with whom Marin Symphony shares significant numbers of members and with which, historically, the most scheduling conflicts have occurred, so as to minimize, to the extent possible, future scheduling conflicts.

  
DATED: Tod Brody  
Executive Director  
Marin Symphony Association

  
DATED: Kale Cumings  
President  
Musicians Union Local 6, AFM

  
DATED: Steven Machtinger  
President  
Marin Symphony Association

3/8/20   
DATED: David Granger  
Chair  
Marin Symphony Players' Committee

**Appendix A**

**GLOSSARY**

Association:	Includes Management.
Concert Set:	Any series of rehearsals and concerts involving the same or similar program.
Disciplinary Action:	May include, but not limited to, warning, suspension, or dismissal.
Individual Pay Rate:	The minimum wage scale for a set forth in Article 2 herein.
Leave of Absence:	A full-season absence from the orchestra (all subscription sets).
Masterworks Set or Service:	A concert set or service which is "classical" in nature and marketed to the public as part of the Marin Symphony Orchestra's "Subscription Series."
Member:	Tenured or probationary musicians of the Marin Symphony orchestra.
Musician:	Any Musicians Union Local 6 member employed by the Marin Symphony as a performing member.
New Concert:	Any set of rehearsal(s) and concert(s) services that are neither subscription services nor Music Performance Trust Fund (MPTF) funded services.
Pops:	A concert set composed primarily of popular music arranged for orchestra and light classical repertoire.
Reduced Orchestra:	Any service for which the full complement of Marin Symphony musicians, as per Article 6, are not hired.
Service:	All engagements (rehearsals and performances) within Local 6 produced by the Association or when musicians are to be paid with moneys administered by the Association or when an agent acting for the Association is the contractor.
Sold Service:	Any service or set of services in which the Association is engaged by an outside commercial, for-profit producer, to provide the orchestra for an event.
Subscription Set:	A concert set which is recognized as a regular part of the season and marketed to the public as part of the Marin Symphony orchestra's "Subscription Series".
Time of Call:	The starting time of a service, as set forth by the Association in the work schedule, or in a hiring letter for extra services

**VIOLIN 1**

Jeremy Constant, Concertmaster  
Philip Santos, Assistant Concertmaster  
Karen Sor, Assistant Principal, 3<sup>rd</sup> Chair  
Mark Neyshloss, Assistant Principal, 4<sup>th</sup> Chair  
Sergi Goldman-Hull  
Emanuela Nikiforova  
Valerie Tisdell  
Claudia Fountain  
Yulee Seo \*  
Brooke Aird  
Cindy Lee

**VIOLIN 2**

Peggy Brady, Principal  
Evelyn Kwark, Assistant Principal  
Dennie Mehocich  
Kathy Marshall  
Renee Froman  
Lyly Li \*  
Michelle Maruyama  
Akiko Kojima  
Thomas Yee

**VIOLA**

Jenny Douglass, Principal  
Elizabeth Prior, Assistant Principal  
Jennifer Sills  
Meg Eldridge  
Darcy Rindt  
Betsy London  
Oscar Hasbun  
VACANT  
Ann Coombs

**CELLO**

Madeleine Tucker, Principal  
Nancy Bien, Assistant Principal  
Louella Hasbun  
David Wishnia  
Kelley Maulbetsch  
Elizabeth Vandervennet  
VACANT  
Robin Bonnell  
Adele-Akiko Kearns

**BASS**

Robert Ashley, Principal  
Richard Worn, Assistant Principal  
Pat Klobas  
Andy Butler  
Bill Everett  
Andrew McCorkle

**FLUTE**

MyungJu Yeo, Principal \*  
Alexandra Miller, Second Flute/Piccolo \*  
Katrina Walter, Third Flute/Piccolo

**OBOE**

Margot Golding, Principal  
Laura Reynolds, Second Oboe/English Horn  
VACANT, Third Oboe/Utility English Horn

**CLARINET**

Arthur Austin, Principal  
Steve Sanchez, Third Clarinet/Bass Clarinet \*

**BASSOON**

Carla Wilson, Principal  
Karla Ekholm, Second Bassoon  
David Granger, Third Bassoon/Contrabassoon

**HORN**

Darby Hinshaw, Principal  
Loren Tayerle, Assistant Horn/Section Horn  
Nicky Roosevelt, Second/Section Horn  
Meredith Brown, Third /Section Horn  
Alicia Mastromonaco, Fourth/Section Horn

**TRUMPET**

John Freeman, Principal  
James Rodseth, Second Trumpet  
Dominic Favia, Third Trumpet \*

**TROMBONE**

Bruce Chrisp, Principal  
Craig McAmis, Second Trombone  
Kurt Patzner, Bass Trombone

**TUBA**

Zachariah Spellman, Principal

**TIMPANI**

Tyler Mack, Principal

**PERCUSSION**

Kevin Neuhoff, Principal  
VACANT, Section Percussion  
Ward Spangler, Section Percussion

**HARP**

Dan Levitan, Principal

**PIANO/CELESTE**

VACANT, Principal